

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

The employer will furnish free and convenient cooking and kitchen facilities so that workers can prepare their own meals or furnish meals. Employer will also provide transportation, at least once each week, to assure that workers have access to stores. In the event that a female employee is hired for this contract a second apartment will be made available for said employee and for inspection by the SWA. The secondary apartment will have separate toilet and shower facilities so that male and female employees are provided separate and gender specific housing options.

JAN 13 2014

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las Instrucciones para más detalles.

All U.S. workers that express an interest in the employment opportunity will be interviewed for employment and must be able to complete the following:

1. Physical ability to perform the work stated in this order.
2. Availability for the entire period of employment stated in Item 9 of the ETA Form 790.
3. Worker has been fully apprised of the terms, conditions and nature of the job duties for the employment offered.

Any U.S. workers, who wish to apply, will be interviewed by employer, Mon-Fri 9:00-3:00. All hires will be reported to order holding office.

For interview contact:

Deborah Rush
Two Sisters Farm
400 Fairview Rd.
Coatesville, Pennsylvania 19320
(610) 388-9312

16. Job description and requirements / Descripción y requisitos del trabajo:

Workers will care for horses to protect their health and improve their appearance; will water animals and measure, mix and portion feed and feed supplements according to the feeding instructions. These workers will also wash, brush and trim animals' coats to clean and improve their appearance. Workers will assist with maintenance of tools and equipment, farm maintenance and other work that is directly related to the activities for which the workers were hired.

Los Trabajadores cuidaran los caballos, su salud, y mejoraran su apariencia en conjunto con asistir la temporada de parto, cria, destete y preparacion anual de los caballos. Trabajadores daran agua y comida a los caballos siguiendo las instrucciones de dueño del rancho durante la sesion mencionada. Los trabajadores tambien contribuiran con el mantenimiento del equipo y mantenimiento del rancho y otro trabajo que sea directamente relacionado con las actividades para las que fue contratado.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si No If yes, number of months preferred: / Si es así, numero de meses de experiencia: _____

2. Check all requirements that apply:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input type="checkbox"/> Lifting requirement / Levantar o Cargar _____ lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sl	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidades)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Stable Attendant	\$ 10.87 <i>H.D.C. L.A.S. 1-18-14</i>	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (específica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

The prevailing wage rate for Pennsylvania or Adverse Effect Wage Rate (AEWR) whichever is higher is guaranteed as a minimum for all work contained in this order and will comply with the full 2013/2014 wage guarantee 20CFR855.120(a). The employer will offer a wage rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed upon collective bargaining agreement wage, or the Federal or State minimum wage. In the event of a change in the H-2A wage methodology, employer will pay the highest required wage rate at the time of the job performance.

Reasonable repair and cost of damage, other than that which is caused by normal wear and tear may be deducted from wages of workers to be found responsible for damage to housing and furnishing. Workers will be charged for any willful damage to or loss of such tools and equipment. In the event of a change in the H-2A wage methodology, employer will pay the highest required wage rate at the time of job performance.

Tax deductions will be made on U.S. workers only. The total wages offered by employer for the first week of work will be 380.45. If Overtime required pay rate is \$16.31 per hr. Workers will be paid the highest wage rate for Pennsylvania or Adverse Effect Wage Rate at the time of the job performance

19. Transportation Arrangements / Arreglos de Transportación

The employer will agree to reimburse the worker for the reasonable cost of transportation and subsistence, as required in 20 CFR 855.122(h)(1) from the worker's place of recruitment to the place of employment once the worker has completed 60% of the contract. Travel and subsistence paid by employer. Employer is required to reimburse workers who are unable to provide receipts for their transportation expenses a minimum of \$11.42 per day and \$48.00 as the maximum amount if the worker is able to provide receipt.

JAN 1 9 2014

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / SI No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/SI No

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/SI No

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/SI No

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None/Ninguno

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None/Ninguno

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/ Sí No

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Deborah Lush

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Deborah Lush

Employer's Signature / Firma y Título del Empleador

01/09/2014

Date / Fecha

READ CAREFULLY, in view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituye una oferta de trabajo contractual a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

See Attachments

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Deborah Rush Date: 01/08/2019

Employer's Signature Deborah Rush

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

JAN 13 2019

ATTACHMENTS TO ETA-790

ITEM 1 – Employer's Name, Address & Telephone Number

Two Sisters' Farm, Inc.
400 Fairview Rd.
Coatesville, Pennsylvania 19320
(610) 873-6067
(610)380-9363 Fax

c/o Conley Law Group, PLLC
135 Walton Avenue
Lexington, Kentucky 40508
(859) 268-7705

ITEM 2- Location & Direction to Work Site

400 Fairview Rd., in the county of Chester, Coatesville, Pennsylvania 19320.

1. Start out going NORTH on POPLAR ALY toward LOCUST ST. 0.2 mi
2. Turn RIGHT onto ELM ST. 0.0 mi
3. Turn LEFT onto MAIN ST. 0.4 mi
4. Turn RIGHT onto HIGHLAND ST/PA-441. 0.5 mi
5. Turn RIGHT onto EISENHOWER BLVD. 1.6 mi
6. Turn LEFT onto PA-283 E. 29.0 mi
7. Merge onto US-30 E. 22.0 mi
8. Turn RIGHT onto S OCTORARA TRL/PA-10. Continue to follow PA-10.
9. Turn LEFT onto E 1ST AVE/PA-372. Continue to follow PA-372. 1.3 mi
10. Stay STRAIGHT to go onto STRASBURG RD. 5.9 mi
11. Turn RIGHT onto FAIRVIEW RD. 0.4 mi
12. 400 FAIRVIEW RD is on the RIGHT.

ITEM 3 – Housing

Housing will be clean and in compliance with OSHA housing standards. Workers will be responsible for maintaining housing in a neat and clean manner.

Reasonable repair cost of damage, other than that which is caused by normal wear and tear, may be deducted from the wages of workers found to be responsible for damage to housing and furnishings.

Housing and utilities are furnished at no cost to workers who are unable to return to their place of residence the same day.

The employer will furnish free and convenient cooking and kitchen facilities so that workers can prepare their own meals or furnish meals. Employer will also provide transportation, at least once each week, to ensure that workers have access to stores. In the event that a female employee is hired for this contract a secondary apartment will be made available for said employee and for inspection by the SWA. The secondary apartment will have separate toilet and shower facilities so that male and female employees are provided separate and gender specific housing options. The rental and/or public accommodations will meet local, state or Federal Standards.

Description of HOUSING:

House

700 Fairview Rd., Coatesville, Pennsylvania 19320.

1. Start out going NORTH on POPLAR ALY toward LOCUST ST. 0.2 mi
2. Turn RIGHT onto ELM ST. 0.0 mi
3. Turn LEFT onto MAIN ST. 0.4 mi
4. Turn RIGHT onto HIGHLAND ST/PA-441. 0.5 mi
5. Turn RIGHT onto EISENHOWER BLVD. 1.6 mi
6. Turn LEFT onto PA-283 E. 29.0 mi
7. Merge onto US-30 E. 22.0 mi
8. Turn RIGHT onto S OCTORARA TRL/PA-10. Continue to follow PA-10. 2.1 mi |
9. Turn LEFT onto E 1ST AVE/PA-372. Continue to follow PA-372. 1.3 mi
10. Stay STRAIGHT to go onto STRASBURG RD. 5.9 mi
11. Turn RIGHT onto FAIRVIEW RD. 0.4 mi
12. 700 FAIRVIEW RD is on the RIGHT.

Mail and Telephone:

Workers *may receive* mail at the following address:

Two Sister's Farm
400 Fairview Rd.
Coatesville, Pennsylvania 19320
(610) 380-9312

Workers may be contacted in the event of an emergency *by telephone* at:

(610) 380-9312

ITEM 4 – Board

The employer will furnish free and convenient cooking and kitchen facilities so that workers can prepare their own meals or furnish meals. Employer will also provide transportation, at least once each week, to ensure that workers have access to stores.

ITEM 5 – Referral Instructions

All U.S. workers who express an interest in the employment opportunity will be interviewed for employment and must be able to complete the following.

1. Physical ability to perform the work stated in this order.
2. Availability for the entire period of employment stated in Item 9 of the ETA Form 790.
3. Worker has been fully apprised of the terms, conditions, and nature of the job duties for the employment offered.

Any U.S. workers who wish to apply, will be interviewed by employer, Mon-Fri. 6:00-3:00. All hires will be reported to order holding office.

For interview contact:

Deborah Rush
Two Sister's Farm
400 Fairview Rd.
Coatesville, Pennsylvania 19320
(610) 380-9312

ITEM 10-Job Specifications

Tools and Equipment:

The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work. Workers will be charged for any willful damage or loss of such tools and equipment.

Workers will care for horses to protect their health and improve their appearance; will water animals and measure, mix and apportion feed and feed supplements according to the feeding instructions. These workers will also wash, brush and trim animals' coats to clean and improve their appearance.

The worker(s) understand that if he, she, or they abandon employment or are terminated for cause prior to the end of the period of employment shown in item five (5) he, she or they will forfeit the ¾ guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the work rules attached hereto, cannot be tolerated and may result in termination. Abandonment is defined as five (5) consecutive schedule working days of unexcused absence.

Alternative Work:

This could include maintenance of tools and equipment, farm maintenance and other work that is directly related the activities for which the workers were hired. Such work will be offered when climate or conditions preclude working in the primary activities stated above. Alternative work may only be required if the first week wage guarantee listed in 20 CFR 653.501 is invoked.

General Conditions:

Workers will begin at an assigned time, 8:00 am and continue until 3:00 p.m. Monday through Friday. If work is available beyond normal workdays the employer may offer, but not require, the worker the opportunity to work additional hours. Work is performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 35 degrees F. Workers will work on their feet in bent positions for long periods of time. Workers will supply their own work clothes. All tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to the job listed in the application, such as cleaning animals' quarters, farm maintenance and repairs replenishing bedding, exercising animals, and unloading and storing feed and supplies. Workers may whitewash stables using brushes and may clean saddles and bridles. Workers may

also saddle horses. All other duties assigned under this order will be those duties of a Stable Attendant, DOT Code 410.674-022.

This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

ITEM 11-Wage Rates—Pay Information & Deductions

The prevailing wage rate for Pennsylvania or Adverse Effect Wage Rate (AEWR) whichever is higher is guaranteed as a minimum for all work contained in this order and will comply with the full 2010 wage guarantee 20CFR655.120(a). The employer will offer a wage rate that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed upon collective bargaining agreement wage, or the Federal or State minimum wage. In the event of a change in the H-2A wage methodology, employer will pay the highest required wage rate at the time of the job performance.

The employer will make the following deductions:

Taxes applicable under Federal, State, and Local laws, advances (), meals (), willful destruction of property (X), other () specify:

Reasonable repair and cost of damage, other than that which is caused by normal wear and tear may be deducted from wages of workers to be found responsible for damage to housing and furnishing. Workers will be charged for any willful damage to or loss of such tools and equipment.

The employer will furnish the worker, on or before each payday, written statements showing, at a minimum, the hours actually worked, total earnings, and all deductions for the pay period. The statements will comply with 20 CFR 655.122(j), 655.122(K), 655.122(l), 655.122(m).

Tax deductions will be made on U.S. workers only. The total wages offered by employer for the first week of work will be \$380.45. If Overtime required pay rate is \$16.31 per hr. Workers will be paid the highest wage rate for Pennsylvania or Adverse Effect Wage Rate at the time of the job performance

Workers will be paid once by-weekly week on Friday.

The employer guarantees to offer the worker employment for at least three-fourths (3/4) of the total hours listed in Item 10, excluding Federal holidays, beginning with the first workday after the arrival of the worker at the place of employment and continuing through the ending date listed three-fourths (3/4) of the hours during the employment period and any extensions, The ¾ guarantee will be abide by the regulations set forth at 20CFR 655.122(i)(1). The employer shall pay the worker the amount that the worker would have earned had the worker in fact, worked the guaranteed number of hours.

If before the work ending date specified in Item 9, the services of the worker are no longer needed for reasons beyond the control of the employer due to fire, flood, hail, frost, drought, or other Acts of God which makes the fulfillment of the employment period impossible, the employer may terminate the employment. In the event of such termination the three-fourths (3/4) guarantee will end on the date of termination. In such cases, the employer will make efforts to cover the cost of transportation and subsistence to the job regardless of whether fifty percent (50%) of the contract has expired. If no suitable and comparable work can be arranged, the employer will pay the cost of transportation and subsistence to return the worker to the place of recruitment.

The three-fourths (3/4) guarantee shall be void if the worker voluntarily abandons the employment before the employment period ends or if the worker is terminated for cause.

The employer will offer the worker, referred through the Agricultural Recruitment System, thirty-five (35) hours of work at the prevailing wage rate or AEWR, whichever notices the order holding office of the Pennsylvania Department of Labor and Industry of a change in the anticipated date of need at least 10 working days prior to the date of need. If the employer fails to notify the order holding office, the eligible worker will be paid the specified rate, or hourly piece rate guarantee, for the first full week's services without regard to the actual hours worked or activity which the worker was employed for the week. A worker who fails to notice the nearest Job Service office no sooner than nine (9) working days and no later than five (5) working days prior to the anticipated date of need of their intentions to fill the job for which they were recruited, will be disqualified from the first week's wage guarantee stated above.

The employer may offer (but not require alternative work during the employment period.) Alternative work may only be required if the first week wage guarantee list in 20 CFR 653.501 is invoked.

The employer will provide worker's compensation insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment.

ITEM 12 - Transportation

The employer will agree to reimburse the worker for the reasonable cost of transportation and subsistence, as required in 20 CFR 655.122(h)(1), from the worker's place of recruitment to the place of employment once the worker has completed fifty percent (50%) of employment stated in Item 5. The employer will provide or pay the cost of return transportation and subsistence to the place of recruitment, except when the worker is not returning to the place of recruitment and is going to subsequent employment with an employer who is providing transportation to that job. If a subsequent employer is not bearing the cost of transportation then the employer listed in Item 4 agrees to pay for that transportation.

Travel and subsistence must be paid by employer. Employer is required to reimburse workers for their transportation and subsistence expenses in the amount of \$11.42 per diem as the minimum amount if the worker is unable to provide receipts and \$46.00 as the maximum amount if the worker is able to provide receipt. Daily transportation from the housing site to the work site will be provided by the employer at no cost to the workers.

OTHER CONDITIONS OF EMPLOYMENT

Workers must possess sufficient documentation required for the employer to complete the employment eligibility verification requirement of the Immigration Reform and Control Act of 1986.

INVOLUNTARY TERMINATION

The employer may terminate the worker for lawful, job related reasons. In the event of such termination the employer will notify the local office of the Department of Employment Services *immediately* by phone and follow such notification in writing and will notify the DOL, USCIS and the issuing consulate.

MEDICAL TERMINATION

In the event of termination of a worker for medical reasons occurring after the worker has been employed or occurring as a result of employment, the employer agrees to pay transportation and subsistence costs for the worker's travel to the place of employment and their return to the place of recruitment.

JAN

EXTENSIONS OF THE JOB ORDER

No extensions of this order will relieve the employer of his/her obligations to pay wages that have already been earned, transportation costs that have already been, or shall be, incurred or guarantees stated in this order.

OUTREACH WORKERS

The employer will allow outreach workers of the Department for Employment Service, reasonable access to all workers employed under this order pursuant to 20 CFR 653.107 and 20 CFR 653.501.

EMPLOYER NOTIFICATION OF THE EMPLOYMENT SERVICE

The employer will expeditiously notify the local office of the Department of Employment Service in writing of any changes in the terms and conditions or anticipated dates of need in this order.

ASSURANCES

The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances and 20 CFR 653.501.

EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS

The employer agrees to advertise the job opportunities in the local newspaper. The employer also agrees to contact local feed mills and temporary help agencies to locate adequate help before bringing in migrant workers. The employer agrees to interview any interested and available applicant from such provided lists. The employer also agrees to recruit by the usual word of mouth. The employer will contact the local extension service, the farming agencies, farm worker service organizations and farm work advocacy groups, such as Kentucky Farm workers Program, in the region for potential workers.

Employer agrees to interview all interested U.S. workers referred by the State Employment Service and all interested applicants who apply directly.